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4 BILL NO. S-74-07-47

5 SPECIAL ORDINANCE NO. S-121-74

6 AN ORDINANCE approving contracts between International
7 Harvester Company, Zollner Corporation and American
8 Thread Company and the City of Fort Wayne by and
9 through its Department of Public Safety for
fire protection.

10 BE IT ORDAINED BY THE COMMON COUNCIL OF THE CITY OF FORT
11 WAYNE, INDIANA:

12 SECTION 1. The contracts dated June 1, 1974, between the City of
13 Fort Wayne, by and through its Mayor and the Board of Commissioners, Department
14 of Public Safety and International Harvester Company, Zollner Corporation and
15 American Thread Company for fire protection from the Fort Wayne Fire Department
16 on specified grounds outside the city limites, for a cost to said companies in the
17 total amount of \$56,947.77, which amount will be deposited into Fund No. 110 "Fire
18 Fighting Fund" pursuant to Indiana Burns Statutes Annotated § 48-6176, all as more
19 particularly set forth in said contract, which contract is on file in the office of the
20 Board of Public Safety and is by reference incorporated herein, made a part hereof
21 and is hereby in all things ratified, confirmed and approved.

22 SECTION 2. This Ordinance shall be in full force and effect from and
23 after its passage and approval by the Mayor.
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26 
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28 Councilman

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35 APPROVED AS TO FORM
AND LEGALITY.

CITY ATTORNEY

Read the first time in full and on motion by Hinga, seconded by Stier, and duly adopted, read the second time by title and referred to the Committee on Finance (and the City Plan Commission for recommendation) and Public Hearing to be held after due legal notice, at the Council Chambers, City-County Building, Fort Wayne, Indiana, on _____, the _____ day of _____, 197_____, at _____ o'clock P.M., E.S.T.

Date: 7/9/74

Charles W. Westerman
CITY CLERK

Read the third time in full and on motion by Hinga, seconded by V. Schmidt, and duly adopted, placed on its passage.

Passed (~~1974~~) by the following vote:

	AYES <u>6</u>	NAYS <u>0</u>	ABSTAINED _____	ABSENT <u>3</u> to-wit:
BURNS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
HINGA	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
KRAUS	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
MOSES	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
NUCKOLS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
SCHMIDT, D.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
SCHMIDT, V.	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
STIER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>A</u>
TALARICO	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

DATE: August 13th

Charles W. Westerman
CITY CLERK

Passed and adopted by the Common Council of the City of Fort Wayne, Indiana, as (Zoning Map) (General) (Annexation) (Special) (Appropriation) Ordinance (Resolution) No. D-121-74 on the 13th day of August, 1974.

ATTEST: (SEAL)

Charles W. Westerman
CITY CLERK

Eugene Kravitz
PRESIDING OFFICER

Presented by me to the Mayor of the City of Fort Wayne, Indiana, on the 14th day of August, 1974, at the hour of 11 o'clock A. M., E.S.T.

Charles W. Westerman
CITY CLERK

Approved and signed by me this 14 day of August, 1974, at the hour of 4:00 o'clock P. M., E.S.T.

John A. Lukens
MAYOR

Bill No. S-74-07-47

REPORT OF THE COMMITTEE ON FINANCE

We, your Committee on Finance to whom was referred an Ordinance
approving contracts between International Harvester Company, Zollner Corporation
and American Thread Company and the City of Fort Wayne by and through its
Department of Public Safety for fire protection

have had said Ordinance under consideration and beg leave to report back to the Common
Council, that said Ordinance DO PASS.

• William T. Hinga - Chairman

John Nuckols - Vice-Chairman

James S. Stier

Winfield C. Moses, Jr.

Paul "Mike" Burns

CONCURRED IN

DATE 8-13-74 CHARLES W. WESTERMAN, CITY CLERK

*Hold
on Hickman
Zollner Corporation*

*William T. Hinga
John Nuckols*

*James S. Stier
Winfield C. Moses, Jr.
Paul "Mike" Burns*



THE CITY OF FORT WAYNE
department of public safety

April 5, 1974

Fire Department
City of Fort Wayne

Estimated Operating Cost per \$ 100.00 assessed valuations for 1974

Department	1974 Total Budget	% Budget to Fire	Total Allocation
Fire	\$3,036,228	100%	\$3,036,228
Public Safety	74,439	35%	26,054
Traffic Engineering	685,103	5%	34,255
Communications	403,384	25%	100,846
EMS	293,378	15%	44,007
Fringe Benefits	156,426	100%	156,426

TOTAL GENERAL FUND COST \$3,397,816

Amount of Fire Pension raised by City taxes 723,796

GENERAL FUND

Cost per \$100.00 of Assessed Valuation
($\$3,397,816 / 100$) / $\$40,892^* =$ \$.8309

PENSION FUND

Cost per \$100.00 of Assessed Valuation
($\$ 723,796 / 100$) / $\$40,892 =$.1770

TOTAL COST PER \$100.00

ASSESSED VALUATION \$1.0079

* Each \$.01 of \$100.00 assessed valuation in the City of Fort Wayne raises \$40,892 in property tax revenue.

NOTE: Total General Fund Cost does not include depreciation on Fire Buildings or Equipment, nor does it include the maintenance cost of space at the City-County Building, nor telephone expenses, nor other indirect costs, such as financial administration, purchasing, etc.

FIRE PROTECTION CONTRACT

This contract is entered into in duplicate this 1st day of June, 1974, between the CITY OF FORT WAYNE, Indiana, acting by and through its Mayor and Board of Commissioners, Department of Public Safety, ("CITY") and INTERNATIONAL HARVESTER COMPANY, a corporation having a place of business in Adams Township, Allen County, Indiana ("IHC").

WHEREAS, IHC is the owner of certain improvements, upon real estate near but outside the corporate limits of the CITY, described as follows:

All buildings and improvements of IHC located in an area bounded by New Haven Avenue on the North; Meyer Road on the East; Penn Central RR Tracks on the South and Coliseum Boulevard on the West (including the buildings facing on Pontiac Street extended), with the exception of the ND Warehouse property (Harback Realty Co.) located on the SE corner of the above area, which said area is visually shown outlined in red on Exhibit "A" attached hereto and made a part hereof.

The said buildings and improvements, which are collectively referred to as "the premises" hereafter in this contract, are reflected for tax purposes upon tax duplicates numbered 591996 (\$3,826,910.00) and 591980 (\$1,109,910.00) issued by the Treasurer of Allen County, Indiana;

and, WHEREAS, IHC desires to be assured that fire protection by CITY is available at the premises above-described;

NOW, THEREFORE, the parties agree as follows:

1. From March 26, 1974 until March 25, 1975, upon the receipt by CITY's Fire Department of a notification or

signal that there is a fire on the premises above-described, CITY shall cause the proper fire fighting station or stations to send such fire fighting equipment, materials, and personnel to the premises as it reasonably sends to other similar locations within the corporate limits of CITY.

2. For fire fighting services provided for herein, IHC shall pay to CITY the sum of One and Seventy-nine Ten Thousandths Dollars (\$1.0079) per One Hundred Dollars (\$100.00) of assessed valuation for tax purposes on the improvements hereinabove identified as the premises. The improvement hereinabove identified having an assessed valuation of \$4,936,820.00, the sum owing under this contract is \$49,758.22. Said sum shall be payable as follows: \$24,879.11 upon execution of this contract; and, the balance on or before September 26, 1974.

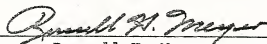
3. CITY shall cause its Fire Department personnel and Fire Prevention Bureau personnel to inspect IHC buildings, equipment and facilities periodically, at mutually convenient times, to familiarize such personnel with said buildings, equipment, and facilities and IHC operations on the premises, so as to (1) determine the types of fire which may reasonably be anticipated on the premises; (2) be able to render service commensurate with existing service conditions; (3) so as to make recommendations relative to fire prevention.

4. Notwithstanding the foregoing provisions, this contract shall not become effective until it shall have been

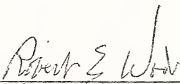
signed by the Mayor and Clerk of CITY, and the members of the Board of Commissioners, Department of Public Safety of CITY, and ratified and approved by the Common Council of CITY.

IN WITNESS WHEREOF, this agreement has been duly authorized and executed as of the date first above written by the duly authorized officers and representatives of the parties.

INTERNATIONAL HARVESTER COMPANY

By 
Russell H. Meyer
Plant Manager

ATTEST:


Robert E. Wade,
Plant Controller.

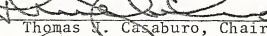
CITY OF FORT WAYNE, INDIANA

By 
Ivan A. Lebamoff, its Mayor

ATTEST:



Charles W. Westerman, Clerk

BOARD OF COMMISSIONERS,
DEPARTMENT OF PUBLIC SAFETY

By 
Thomas J. Casaburo, Chairman

By 
Corrinne M. Brooks, Member

ATTEST:



By 
Lloyd R. Wire, Member

I hereby certify that the foregoing contract was ratified
and approved by the Common Council of the City of Fort Wayne,
Indiana, on _____, 1974.

Charles W. Westerman, Clerk

NEW HAVEN AVE



COLUMBIAN BLVD

MAGNUS

ZELLNER

First RR

MEYER ROAD

PONTIAC

ENG
CTR

SERVED
FACTS
DEPOT

COIN
WIPSE

MOLLA R

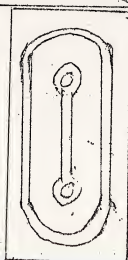
TSPC

PENNSYLVANIA

R.R.

APPROVING
GROUND

HARSH CASH



FIRE PROTECTION CONTRACT

This contract is entered into in duplicate this 1st day of June, 1974 between the CITY OF FORT WAYNE, INDIANA, acting by and through its Mayor and Board of Commissioners, Department of Public Safety, ("CITY") and ZOLLNER CORPORATION, an Indiana corporation having its principal place of business in Adams Township, Allen County, Indiana ("ZOLLNER").

WHEREAS, ZOLLNER is the owner of certain improvements, upon real estate near but outside the corporate limits of the CITY, described as follows:

All buildings and improvements of ZOLLNER, presently located or hereinafter located on an area which has a frontage of 602.4 feet more or less, along the east right of way line of Coliseum Boulevard South, a north boundary line of 1381 feet more or less, an east boundary line of 765.1 feet more or less, and a south boundary line of 1854 feet more or less, which area is visually outlined in red on attached Exhibit "A" which by this reference is made a part thereof.

The said buildings and improvements which are collectively referred to as "the premises" hereafter in this contract are reflected for tax purposes upon tax duplicate Numbered 705144 as \$529,270, as issued by the Treasurer of Allen County, Indiana;

and, WHEREAS, ZOLLNER desires to be assured that fire protection by CITY is available at the premises above described:

NOW, THEREFORE, the parties agree as follows:

1. For one continuous calendar year from the date of this Agreement, upon the receipt by CITY'S Fire Department of a notification or signal that there is a fire on the premises above described, CITY shall cause the proper fire fighting station or stations to send such fire fighting equipment, materials, and personnel to the premises as it reasonably sends to other similar locations within the corporate limits of CITY.

2. For fire fighting services provided for herein, ZOLLNER shall pay to the CITY the sum of One and Seventy-nine Ten Thousandths Dollars (\$1,0079) per One Hundred Dollars (\$100.00) of assessed valuation for tax purposes on the improvements hereinabove identified

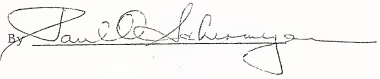
as the premises. The improvements hereinabove identified have an assessed valuation as indicated of \$529,270 not including an uncompleted improvement, the Foundry Addition, with an assessment yet to be determined. The sum owing under this contract is therefore \$5,334.51 plus an additional charge of \$1,0079 per \$100.00 of assessed valuation on the improvement when completed. Said sum shall be payable as follows:

1. \$2,667.26 shall be payable upon execution of this contract.
2. The balance due shall be \$2,667.25 plus the assessed valuation of the completed improvement times the yearly rate of \$1.0079 per \$100.00 of assessed valuation, payable on or before November 1, 1974.

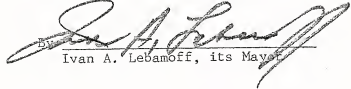
3. CITY shall cause its Fire Department personnel and Fire Prevention Bureau personnel to inspect ZOLLNER'S buildings, equipment, and facilities periodically, at mutually convenient times, to familiarize such personnel with said buildings, equipment, and facilities and ZOLLNER'S operations on the premises, so as to (1) determine the types of fire which may reasonably be anticipated on the premises; (2) be able to render service commensurate with existing service conditions; (3) so as to make recommendations relative to fire prevention.

4. Notwithstanding the foregoing provisions, this contract shall not become effective until it shall have been signed by the Mayor and the members of the Board of Commissioners, Department of Public Safety of CITY.

ZOLLNER CORPORATION

By 

CITY OF FORT WAYNE, INDIANA

By 
Ivan A. Lebamoff, its Mayor

BOARD OF COMMISSIONERS,
DEPARTMENT OF PUBLIC SAFETY

By 
Thomas J. Casaburo, Chairman

By 
Corrinne M. Brooks, Member

By 
Lloyd R. Wire, Member

I hereby certify that the foregoing contract was ratified
and approved by the Common Council of the City of Fort Wayne,
Indiana, on _____, 1974.

Charles W. Westerman, Clerk

FIRE PROTECTION CONTRACT

This contract is entered into in duplicate this 1st day of June, 19 74, between the City of Fort Wayne, Indiana, acting by and through its mayor and Board of Commissioners, Department of Public Safety, ("CITY"), and American Thread Company, a New Jersey corporation having its principal place of business in Stamford, Connecticut, ("American Thread").

WHEREAS, American Thread is the lessee of certain improvements, upon real estate near but outside the corporate limits of the CITY, described as follows:

2425 American Way, Allen County, Indiana

and, WHEREAS, American Thread desires to be assured that fire protection by CITY is available at its premises,

NOW, THEREFORE, in consideration of the premises and the agreements of the parties, it is agreed as follows:

1. Upon the receipt by CITY's Fire Department of a notification or signal that there is a fire on said premises of American Thread, CITY shall cause the proper firefighting station or stations to send such firefighting equipment, materials, and personnel to American Thread premises as it reasonably sends to other similar locations within the corporate limits of the CITY.

2. For the firefighting services provided for herein, American Thread shall pay to CITY the sum of One Dollar and Seventy-Nine Ten Thousandths Dollars (\$.0079) per One Hundred Dollars (\$100.00) of assessed valuation for tax purposes on the improvements situated upon the real estate so defined herein, which assessment is hereby agreed to be established at One-Hundred-Eighty-Four Thousand, Fifty Dollars (\$184,050.00). Said sum of One Thousand Eight Hundred Fifty-Five Dollars and Four Cents (\$1855.04) shall be payable upon execution of this contract.

3. CITY shall cause its fire department personnel to inspect American Thread's building, equipment and facilities periodically, at mutually convenient times, to familiarize such personnel with said building, equipment, and facilities and American Thread's operations on its premises, so as to determine the types of fire which may reasonably be anticipated on American Thread's premises and so as to be able to render service commensurate with existing service conditions.

4. The obligations under this contract shall continue for a period of one year to June 1st, 1975.

5. Notwithstanding the foregoing provisions, this contract shall not become effective until it shall have been signed by the Mayor and the members of the Board of Commissioners, Department of Public Safety of CITY, and ratified and approved by the Common Council of CITY.

IN WITNESS WHEREOF, this agreement has been duly authorized and executed as of the date first above written by the duly authorized officers and representatives of the parties.

American Thread Company

BY: 


David E. Howe, Vice President

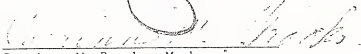
City of Fort Wayne, Indiana

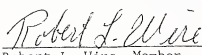
BY: 

Ivan A. Lebamoff, Mayor

Board of Commissioners,
Department of Public Safety


Thomas J. Casaburo, Chairman


Corrinne M. Brooks, Member


Robert L. Wire, Member

I hereby certify that the foregoing contract was ratified
and approved by the Common Council of the City of Fort Wayne,
Indiana, on _____, 1974.

Charles W. Westerman, Clerk



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Tom Heckman - Fire Chief Date 7-19-74
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council - July 23, 1974

COPIES TO:

RE: BILL NO. S-74-07-47

AN ORDINANCE approving contracts between International Harvester Company, Zollner Corporation and American Thread Company and the City of Fort Wayne by and through its Department of Public Safety for fire protection.

Your presence is requested on July 23, 1974, at 7:00 o'clock P.M., Room 124, by the members of the Common Council and William Hinga, Chairman of the Standing Committee of Finance, in regard to Bill No. S-74-07-47.

It is also requested that you bring along any materials or information that you may have which will help the Council in its decision regarding the above bill.

Charlie



City Clerk Memorandum

CHARLES W. WESTERMAN, Clerk

To Tom Casaburo - Director of Public Safety Date 7-19-74
From Charles W. Westerman - City Clerk
Subject Appearance before Common Council - July 23, 1974

COPIES TO:

RE: BILL NO. S-74-07-47

AN ORDINANCE approving contracts between International Harvester Company, Zollner Corporation and American Thread Company and the City of Fort Wayne by and through its Department of Public Safety for fire protection.

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It is also requested that you bring along any materials or information that you may have which will help the Council in its decision regarding the above bill.

Charlie



THE CITY OF FORT WAYNE

department of public safety

Schedule of Fire Contracts

<u>Name</u>	<u>Assessed</u>	<u>Cost</u>
International Harvester (See attached map for area covered)	\$4,936,820	\$49,758.22
Zollner	\$ 529,270	\$ 5,334.51
American Thread	\$ 184,050	\$ 1,855.04

Prior to last year these companies paid nothing to the City of Fort Wayne for fire protection.

NEW HAVEN AVE



COLUMBIAN BLVD

DEPT RR

MAGNAN

ZOLLNER

MEYER ROAD

PONTIAC

ENC-
CTR

CENS
WIPSE

SERVICE
FACTS
DEPOR
X X X

MOLLE RUA

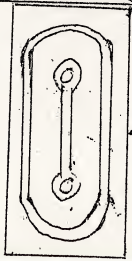
TSPC

PENNSYLVANIA

R.R.

APPROVING
GROUND

HERSCHEL CASTLE





THE CITY OF FORT WAYNE

department of public safety

April 5, 1974

Fire Department City of Fort Wayne

Estimated Operating Cost per \$ 100.00 assessed valuations for 1974

<u>Department</u>	<u>1974 Total Budget</u>	<u>% Budget to Fire</u>	<u>Total Allocation</u>
Fire	\$3,036,228	100%	\$3,036,228
Public Safety	74,439	35%	26,054
Traffic Engineering	685,103	5%	34,255
Communications	403,384	25%	100,846
EMS	293,378	15%	44,007
Fringe Benefits	156,426	100%	156,426

TOTAL GENERAL FUND COST

\$3,397,816

Amount of Fire Pension raised by City taxes

723,796

GENERAL FUND

Cost per \$100.00 of Assessed Valuation

(\$3,397,816 / 100) / \$40,892* = \$.8309

PENSION FUND

Cost per \$100.00 of Assessed Valuation

(\$ 723,796 / 100) / \$40,892 = .1770

TOTAL COST PER \$100.00

ASSESSED VALUATION

\$1.0079

* Each \$.01 of \$100.00 assessed valuation in the City of Fort Wayne raises \$40,892 in property tax revenue.

NOTE: Total General Fund Cost does not include depreciation on Fire Buildings or Equipment, nor does it include the maintenance cost of space at the City-County Building, nor telephone expenses, nor other indirect costs, such as financial administration, purchasing, etc.

Admn. Appr. ✓ *ew*

DIGEST SHEET

S-74-07-47

(FILE # 3453)

TITLE OF ORDINANCE Approval of Fire Contracts

DEPARTMENT REQUESTING ORDINANCE Public Safety

SYNOPSIS OF ORDINANCE Council Approval is requested on Fire Contracts

with Zollner, International Harvester and American Thread. These contracts

are based on an established formula and have been approved by all other

parties concerned.

EFFECT OF PASSAGE City will receive payment for fire protection it is

providing.

EFFECT OF NON-PASSAGE Loss of payment to City and Loss of fire protection

to Companies involved.

MONEY INVOLVED (Direct Costs, Expenditures, Savings) _____

\$56,947.77 payment to City

ASSIGNED TO COMMITTEE (J.N.) *James*